



Ontario



RENT REVIEW

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These are
the facts:



There's a new set of rent rules for most landlords and tenants in Ontario.

If your tenancy agreement became effective or was renewed between July 30 and Dec. 31, 1975, inclusive, there are some facts you should know:

Tenancy agreements in this category are subject to a guideline limiting increases to eight per cent — that is, eight per cent over the rent charged during the last month prior to Aug. 1, 1975.

If a landlord and a tenant agree on a rent, regardless of the eight per cent guideline, before Jan. 17, 1976, neither need appeal to a rent review office. Instead, if they mutually agree within this period, they may sign a rent increase agreement. However, tenants have an additional 30 days after signing in which to reconsider and file applications with the rent review offices. Such agreement is only effective for the rental payment period ending Dec. 31, 1975.

However, either landlord or tenant can dispute the increase by filing an application or giving notice no later than Jan. 31, 1976.

If the parties do not agree on a rent increase above the eight per cent guideline, or do not apply to have the rent for that period reviewed, the tenant is entitled to a rebate of any rent paid in excess of eight per cent by Feb. 16, 1976.

If the landlord fails to make that rebate, the tenant may apply to a rent review officer for an order requiring payment.

If your lease became effective or was renewed between Jan. 1 and July 31, 1976, inclusive, the rules are slightly different:

Mutual agreements on rent increases may be reached by both parties, providing the increases are eight per cent or less.

However:

Landlords can apply for permission to increase rents by more than eight per cent and tenants can apply to have rents reduced.

Until a review officer makes a decision, the tenant pays a rent increase of up to eight per cent over the last month prior to Aug. 1, 1975.

A landlord may seek a rent increase greater than the one he originally sought when a tenant disputes an increase but must justify it on the basis of increased costs.

The review procedures are tied to the dwelling on an annual basis, with the July, 1975, rent taken as the base rent. Either party may appeal the decision of the rent review officer to the Residential Premises Rent Review Board, provided they attend or are represented at a rent

review officer's hearing.

A word about leases. Many people who don't sign a lease believe they don't have a tenancy agreement. This misunderstanding is clarified by the legislation. The act indicates that tenancy agreements may be written, verbal or implied.

A new percentage guideline will be established for tenancy agreements that take effect or are renewed between Aug. 1, 1976, and July 31, 1977.

Important Dates

Tenancy agreements entered into or renewed between July 30 and Dec. 31, 1975 (inclusive):

- The guideline for rent increases for any rental period between July 30 and Dec. 31, is eight per cent of rent paid in July, 1975.
- However, either landlord or tenant can dispute the increase to a rent review officer.
- If a landlord and a tenant agree on a rent, regardless of the eight per cent guideline, before Jan. 17, 1976, neither need request a review. Instead, they may sign a rent increase agreement.
- However, tenants have an additional 30 days after signing in which to change their minds and file applications with the rent review office.
- If landlord or tenant wishes to appeal the remainder of the term of a tenancy agreement after Jan. 1, 1976, they must take action on or before Jan. 31, 1976.

Tenancy agreement entered into or renewed between Jan. 1 and July 31, 1976 (inclusive):

- Eight per cent increase guideline (based on July, 1975, rent) in effect, but landlord or tenant can request a review.
- Landlords seeking increase of more than eight per cent must file application with rent review office and inform tenant about intent at least 60 days before increase is scheduled to go into effect.
- Tenant disputing any increase must, within 60 days of being told of an increase, file an application with landlord requiring him to justify the increase.

For tenancy agreements becoming effective on or before Feb. 29, the parties must file applications no later than Jan. 31.

- Within 15 days of receiving notice, landlord must either reduce rent or file application that he intends to justify the planned increase.
- If landlord does not reduce rent and does not file application that he intends to justify the increase during this 15-day period, tenant may apply to rent review office to have increase declared null and void.

- Rent review officer will schedule hearing and inform landlord and tenant involved.

Any rent review officer's decision may be appealed by either landlord or tenant to the rent review board, if the landlord or tenant or representatives of the parties attended the review officer's hearing. Any application for appeal must be filed with the board within 15 days of the review officer's decision.

QUESTIONS AND ANSWERS

Q. What residential premises are not included in the legislation?

- A. ● certain non-profit housing or non-profit co-operatives
● units in a hotel, motel or vacation home which are rented for a seasonal or temporary period not exceeding four months
● buildings that were first occupied as residential premises on or after Jan. 1, 1976.
● commercial premises

Q. What does the act cover?

- A. ● apartments
● houses
● townhouses
● duplexes
● triplexes
● rooming houses
● mobile-home sites
● rent/geared-to-income units

Q. Can my landlord evict me if I make any trouble over a rent increase?

- A. Protection is provided by the Landlord and Tenant Act, and trying to obtain a rent refund or challenging a rent increase is not grounds for eviction.

Q. My rent was increased substantially before July 30, 1975. Do I have any means of obtaining a reduction?

- A. Not during the period of your current tenancy agreement. However, when your tenancy agreement comes up for renewal and your landlord seeks another increase, you may request a review by a rent review officer. You should inform the officer of the earlier increase. The review officer may take this into consideration when determining what, if any, increase or decrease in rent takes place.

Q. I anticipate some difficulty applying to have my rent increase justified because I don't know who my landlord is. How do I find out?

- A. Under The Landlord and Tenant Act, a landlord is required to post his legal name and address in a prominent place in the building. Landlords who fail to do so can be fined. If you do not know, ask your

building superintendent or rental agent.

Q. I moved from one building to another on or after July 30, 1975. I think I am paying much more than the previous tenant was paying. How do I find out if I am entitled to a rebate?

A. Ask your landlord what rent the former tenant paid. If he refuses to answer or provides information you suspect may be incorrect, you may give notice to the landlord requiring justification of the suspected increase.

Q. If my landlord increases my rent in 1976, may I appeal the increase?

A. A landlord may, subject to appeal by the tenant, increase the rent between July 30, 1975, and July 31, 1976, to an amount not more than eight per cent above the rate paid previous to Aug. 1, 1975. A further increase, in an amount to be determined by the Ontario Government, may be made after July 31, 1976, once again subject to appeal by the tenant.

Q. My tenancy agreement is coming up for renewal, and I have been notified of a large rent increase. Should I sign?

A. Yes. Protect your interests by signing it.

Q. My landlord has offered me a six-month tenancy agreement at a rent increase of eight per cent. Does that mean the landlord can make a further increase in rent six months later?

A. Only if he can justify such an increase in rent before a rent review officer.

Q. My landlord intends to charge extra for things we didn't have to pay extra for in the past, such as the swimming pool. Is this permitted under the act?

A. If these services were included previously in your rent, and you are asked to pay extra for them now, the extra amount will be considered a rent increase. For example, if the landlord increases the parking fee, this would be considered a rent increase.

Q. I will be moving into a newly-constructed building in 1976. Does the legislation apply?

A. If no part of the building was occupied as a residential premises before Jan. 1, 1976, the legislation does not apply to it.

Q. I am a landlord, and my operating expenses are more than the income derived from an eight per cent increase in rents. May I seek a higher increase?

A. Yes. Landlords have the right to apply for a greater than eight per cent increase. However, you will be

required to supply documents to justify the need for such an increase.

Q. As a landlord, I would like to apply to a rent review officer for permission to charge more than eight per cent after Dec. 31, 1975. What rent do I collect until the review officer has made a decision?

A. Until a decision is made, a rent increase of up to eight per cent may be collected by the landlord. If the review officer rules in favor of the landlord, the landlord may charge the higher rent and may obtain the difference from the tenant retroactive to the effective date of the tenancy agreement. Conversely, if the rent review officer restricts the rent to less than eight per cent, the landlord will be required to make a rebate.

Q. I am a landlord. If I wish to apply for permission to charge more than eight per cent for many of the units I own, do I have to make separate submissions for each unit?

A. No. A landlord can join any number of applications together for a common hearing date.

Q. I am a landlord. If several tenants in the same building apply to a rent review officer for justification of increases, do I have to appear at a separate hearing for each tenant?

A. Not necessarily. The rent review officer may fix a common hearing date to review cases in the same building.

Q. Will I need a lawyer to appear before a rent review officer?

A. The rent review hearings will be informal. A lawyer will not likely be required.

Q. What happens if either the landlord or the tenant does not appear at a hearing called by a rent review officer?

A. The rent review officer is empowered to call witnesses and to order the necessary documents to be produced. Tenants and landlords involved in hearings have access to any material filed with rent review officers when a hearing is ordered. The rent review officer can make an order even if the parties do not appear.

Q. Should I attend a hearing before a rent review officer?

A. Tenants, landlords or their representatives should attend rent review hearings.

Whether present or not, you will be bound by his decision.

If you do not appear and are not represented, you lose your right to appeal the rent review officer's decision to the rent review board.

Q. Are landlords and tenants bound by the decision of a rent review officer?

A. Yes, but any decision by a rent review officer may be appealed to the Residential Premises Rent Review Board. Until the board makes a decision, you must adhere to the rent set by a review officer.

Q. How will tenants be affected by the legislation when subletting?

A. Tenants will not be able to sublet for an amount greater than the rent lawfully charged by the landlord, nor may they charge an amount for assigning a tenancy agreement.

Q. I am concerned that, as a result of the rent legislation, my landlord will no longer spend sufficient money to maintain the premises or services. Can this happen?

A. Under The Landlord and Tenant Act, a landlord is required to keep rental premises in a good state of repair, and must also comply with municipal health and safety standards.

If, as noted earlier, a landlord discontinues a service, the value of the service will be considered a rent increase.

Q. My tenancy agreement is up for renewal. Is my landlord required to paint my dwelling? If so, is he entitled to charge me extra for it?

A. A landlord is not required to repaint a dwelling unless it is specifically stated in a written tenancy agreement. Where the agreement is silent, the landlord may take maintenance costs into consideration when establishing the rent.

Q. My tenancy agreement is coming up for renewal. My security deposit — my last month's rent under the old agreement — now will be applied to my last month's rent under my new agreement. How much extra do I have to pay on my security deposit?

A. Your security deposit may be increased by the same percentage increase as that applied to your rent. If you dispute your rent increase and a rent review officer makes an adjustment, your security deposit would be adjusted accordingly.

Q. I am a tenant whose landlord is charging me more than eight per cent over what the rent on my dwelling was prior to Aug. 1, 1975. May I withhold payment of the rent above the eight per cent increase?

A. Yes, you may withhold payment of this amount beginning with the payment of your rent for January 1976. You do not have to pay more than an eight per cent increase unless your landlord has obtained approval of a higher increase through the rent review process.

Q. What is the penalty for contravening the Residential Premises Rent Review Act?

A. Any person found guilty of an offence under certain sections of this Act is liable to a fine of up to \$2,000 upon summary conviction.



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An Act to provide for the Review of Rents in respect of Residential Premises

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. In this Act,

Interpre-
tation

- (a) "Board" means the Residential Premises Rent Review Board established under this Act;
- (b) "building" includes any number of residential premises that are structurally joined together, whether or not any such individual residential premises is capable of standing alone should the residential premises that it adjoins be demolished;
- (c) "landlord" includes lessor, owner, the person giving or permitting the occupation of the premises in question and his or their heirs and assigns and legal representatives;
- (d) "Minister" means the Minister of Housing, or such other member of the Executive Council as is designated by the Lieutenant Governor in Council to administer this Act;
- (e) "mobile home" means any dwelling that is designed to be made mobile, and constructed or manufactured to provide a permanent residence for one or more persons, but does not include a travel trailer or tent trailer or trailer otherwise designed;
- (f) "project" means any number of adjacent residential premises that are situate on a common site of land whether contained in one building or more than one building;
- (g) "regulations" means the regulations made under this Act;
- (h) "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant for occupancy of residential premises and for any service, privilege, accommodation or thing that the landlord provides for the tenant, whether or not a separate charge is made for such service, privilege, accommodation or thing;
- (i) "Rent Review Officer" means a Rent Review Officer appointed under section 2 of this Act;
- (j) "residential premises" means,
 - (i) any premises used or intended to be used for residential purposes, and
 - (ii) land used as a site for a mobile home used for residential purposes;
- (k) "tenancy agreement" means an agreement between a landlord and a tenant for possession of residential premises, whether written, oral or implied.

2.—(1) The Lieutenant Governor in Council may appoint such number of Rent Review Officers as are considered necessary for the purposes of this Act.

Rent Review
Officers

Remuneration

(2) Each Rent Review Officer shall be reimbursed for his reasonable travelling expenses and out-of-pocket expenses necessarily incurred by him in the discharge of his duties and in addition may be paid such remuneration for his services as the Lieutenant Governor in Council may determine.

Powers of Minister

(3) The Minister may, by order, establish regions in Ontario and may from time to time designate one or more Rent Review Officers to exercise the powers conferred and duties imposed upon a Rent Review Officer, in each such region.

Municipality may appoint Rent Review Officers

(4) A municipality may, on the approval of the Minister, appoint such number of Rent Review Officers as are considered necessary for the purposes of this Act within that municipality.

Application of s. 19

(5) Where a municipality has appointed Rent Review Officers under subsection 4, it may exercise such of the powers of the Minister under section 19 as are applicable to the Rent Review Officer and to hearings before him.

Application of Act

3. This Act applies to tenancies of residential premises notwithstanding any other Act and notwithstanding any agreement or waiver to the contrary, except as specifically provided in this Act.

Maximum permitted increase in rent between July 29, 1975 and January 1, 1976

4.—(1) Notwithstanding the terms of any tenancy agreement under which occupancy of residential premises is granted or renewed to a tenant for any period commencing at any time after the 29th day of July, 1975, and before the 1st day of January, 1976, no landlord shall charge that tenant for any rental payment period between those dates, an amount of rent which, when computed on a monthly basis, is more than 8 per cent greater than the amount of rent charged for the same residential premises for the last full month for which the premises were rented prior to the 1st day of August, 1975.

Recovery of excess rent paid

(2) Unless a landlord brings an application under subsection 7 or a tenant brings an application under subsection 8, where rent is paid by a tenant to a landlord in respect of any rental period between the dates mentioned in subsection 1 that is in excess of the amount permitted under that subsection, the landlord shall, within sixty days of the day this Act receives Royal Assent, pay to the tenant the amount of the excess rent paid.

Idem

(3) Where a landlord fails to pay to the tenant entitled thereto the amount of excess rent that is due within the time limited in subsection 2, the Rent Review Officer for the region in which the premises are situate, shall, on the application of the tenant, determine the amount that is due and shall order the payment of the amount by the landlord to the tenant within five clear days of the date of the order, and, where a landlord fails to comply with the order, the tenant shall be entitled to deduct the amount owing to him under the said order from the next month's rent and so continue until the full amount of the order has been satisfied.

Application of s. 7(4)

(4) Subsection 4 of section 7 applies, *mutatis mutandis*, to an order made under subsection 3.

Agreements re rental increases

(5) Nothing in this section or in section 5 prevents the charging by a landlord of a rental increase greater than 8 per cent under a tenancy agreement for any period between the dates set out in subsection 1 where the landlord and the tenant so agree within thirty days of the day this Act receives Royal Assent, provided however, the tenant may revoke such agreement by serving a notice of revocation on the landlord within thirty days of the making of the agreement.

(6) Where residential premises not situate in a building to which clause c of section 14 applies, and not previously rented as residential premises, become first rented under a tenancy agreement whereunder occupancy is granted for any period commencing after the 29th day of July, 1975, for the purposes of subsection 1 of this section and subsections 1 and 2 of section 5, the rent charged for the first full month under such tenancy agreement shall form the basis on which future determinations of rent shall be made under this Act.

Where premises rented for first time, basis of future rent determinations

(7) Where a landlord is of the opinion that increased operating costs and capital expenses which he has experienced in respect of residential premises or the building or project in which they are situate will exceed the increase in rent permitted under subsection 1 and therefore desires an additional increase in the rent for the residential premises for any rental payment period between the 29th day of July, 1975, and the 1st day of January, 1976, he may, not later than the 31st day of January, 1976 apply in the form and manner prescribed by the regulations to the Rent Review Officer for the region in which the premises are situate for approval of the rent increase and shall, at the same time, also give a copy of his application for increase to the tenant of the residential premises.

Application by landlord for increase in rent

(8) Where a tenant who has entered into a tenancy agreement granting occupancy or renewal of occupancy of residential premises for any period commencing at any time after the 29th day of July, 1975, and before the 1st day of January, 1976, wishes to dispute the amount of a rent increase for any period or periods of occupancy between the 29th day of July, 1975 and the 1st day of January, 1976, and whether or not such increase is within the limits set out in subsection 1, he may, not later than the 31st day of January, 1976, give notice to the landlord in the form prescribed by the regulations requiring the landlord to apply to the Rent Review Officer for the region in which the premises are situate to justify the rent increase and subsection 5 of section 5 applies *mutatis mutandis*.

Application by tenant to require justification of increase

(9) Where the Rent Review Officer approves an increase in rent on an application brought under subsection 7 that is less than that provided in the tenancy agreement, or where the Rent Review Officer reduces the rent payable on an application brought under subsection 8, the landlord shall, within ten days of the day the Rent Review Officer gives his decision, pay to the tenant the amount of excess rent paid during the period between the dates set out in subsection 1, and where the landlord fails to pay the tenant within the ten day period, subsection 3 applies *mutatis mutandis*.

Recovery of excess rent paid

5.—(1) Except as provided in subsection 3, and notwithstanding the terms of any tenancy agreement under which occupancy of residential premises is granted or renewed to a tenant for any period commencing at any time after the 29th day of July, 1975, and before the 1st day of August, 1976, no landlord shall charge that tenant for any rental payment period between the 31st day of December, 1975, and the 1st day of August, 1976, an amount of rent which, when computed on a monthly basis, is more than 8 per cent greater than the amount of rent charged for the same residential premises for the last full month for which the premises were rented prior to the 1st day of August, 1975.

Maximum permitted increase in rent between January 1, 1976 and August 1, 1976

(2) Except as provided in subsection 3, notwithstanding the terms of any tenancy agreement giving a tenant a right to occupy or to renew the occupancy of residential premises for any period commencing on or after the 1st day of August, 1976, and before the 1st day of August, 1977, no landlord shall charge a tenant for any rental period between

Maximum permitted increase in rent between August 1, 1976 and August 1, 1977

those dates an amount of rent for that residential premises which exceeds the last rent which was lawfully charged for an equivalent rental period under the immediately preceding tenancy agreement of the residential premises previous to the 1st day of August, 1976, by a percentage amount to be determined not later than the 1st day of April, 1976, by the Lieutenant Governor in Council.

Application
by landlord
for increase
in rent

(3) Where a landlord is of the opinion that increased operating costs and capital expenses which he has experienced, or anticipates on reasonable grounds that he will experience in respect of residential premises or the building or project in which they are situate will exceed the increase in rent permitted under subsection 1 or 2 and therefore desires an additional increase in the rent for the residential premises for any rental payment period between the 31st day of December, 1975, and the 1st day of August, 1977, he may at least sixty days prior to the commencement or renewal of the tenancy agreement with respect thereto, or in the case where entitlement to occupancy under the tenancy agreement occurred on or after the 30th day of July, 1975, and on or before the 29th day of February, 1976, not later than the 31st day of January, 1976, apply in the form and manner prescribed by the regulations to the Rent Review Officer for the region in which the premises are situate for approval of the rent increase applied for or provided for under the tenancy agreement, as the case may be, and shall, at the same time, also give a copy of his application for increase to the tenant of the residential premises.

Application
by tenant
to require
justification
of increase

(4) Where a tenant who has entered into a tenancy agreement granting occupancy or renewal of occupancy of residential premises for any period commencing at any time after the 29th day of July, 1975, and before the 1st day of August, 1977, wishes to dispute the amount of a rent increase, other than a rent increase that has been approved by a Rent Review Officer, for any period or periods of occupancy between the 1st day of January, 1976, and the 31st day of July, 1977, and whether or not such increase is within the limits set out in subsections 1 and 2, he may, not later than sixty days after he receives notice of the increase, or before the 31st day of January, 1976, whichever last occurs, give notice to the landlord in the form prescribed by the regulations requiring the landlord to apply to the Rent Review Officer for the region in which the premises are situate to justify the increase.

Procedure by
landlord

(5) The landlord shall, within fifteen days of his receipt of a notice from a tenant under subsection 4, either,

- (a) reduce the rent increase to an amount agreed upon by himself and the tenant provided that the amount of the increase does not exceed the limits set out in subsections 1 and 2; or
- (b) file an application in the form and manner prescribed in the regulations with the Rent Review Officer for the region in which the premises are situate, setting forth the particulars which he claims justify such increase, and may in such application apply for a greater increase than that set forth in his original notice of increase to the tenant, provided that if the landlord has already filed an application under subsection 3 and has given a copy thereof to the tenant, he need file no further application under this subsection.

Copy of
application

(6) Where a landlord files an application under clause b of subsection 5, he shall forthwith give to the tenant a copy of the application.

(7) Where a landlord fails to either reduce the rent increase under clause *a* of subsection 5 or to apply to the Rent Review Officer under clause *b* of subsection 5 within the fifteen-day period mentioned in subsection 5, the tenant may apply to the Rent Review Officer for an order declaring the proposed increase in rent to be null and void.

(8) The Rent Review Officer shall, within ten clear days of the filing of the landlord's or the tenant's application, as the case may be, give written notice to the landlord and to the tenant of the date, time and place which he has fixed for a hearing of the application.

(9) Where more than one tenant in the same building or project has received notice of rent increase, and has required that the landlord apply to the Rent Review Officer to justify such increase, or where a landlord has applied to the Rent Review Officer under subsection 3 for approval of an increase respecting the occupancy of several tenants in the same building or project, the Rent Review Officer may in his discretion fix a common date for the hearing of all such applications.

(10) A landlord shall, together with his application for a rent increase or for a rent increase justification under subsection 3 or 4, file with the Rent Review Officer a list of all the residential premises in the building or project in which the subject residential premises are situate, together with the present rent charged and the termination or renewal date of each.

(11) The Rent Review Officer, prior to giving written notice of hearing to the landlord and the tenant under subsection 8 may, in his discretion, order the landlord to file applications for settlement of rents to be charged for any or all of the remaining residential premises in the building or project if and when such residential premises are relet or renewed within the current rent review period under subsection 1 or 2.

(12) Where the Rent Review Officer makes an order under subsection 11, the landlord shall thereupon apply for the settlement of rents for such premises in the form prescribed by the regulations and shall give copies thereof to the respective tenants occupying such premises and the Rent Review Officer shall thereupon fix a common date for the hearing of all such applications.

(13) Where the Rent Review Officer has given notice of a hearing of an application under subsection 8 or 12, he shall make available to all parties to the hearing all material filed with him in connection with that application together with any information which he requests from any party.

(14) Material to be made available under subsection 13 includes any books, records or other information supporting an application or requested by the Rent Review Officer.

8. At the time of the giving of a notice of rent increase under *The Landlord and Tenant Act*, the landlord seeking the increase shall at the same time supply the tenant receiving the same with a notice of justification for the increase in the form prescribed by the regulations.

7.—(1) The Rent Review Officer may give directions for the conduct and carrying on of proceedings before him, and in so doing he shall adopt the most expeditious method of determining the questions arising before him that afford to all parties to the proceedings an adequate opportunity of knowing the issues in the proceedings and of presenting material and making representations on their behalf.

(2) In determining the questions arising before him on an applications, the Rent Review Officer shall consider,

- (a) any increase in rent for the residential premises which took effect in the year 1974 or on or before the 29th day of July in the year 1975;
- (b) whether or not the increase in rent sought by the landlord is necessary in order to prevent the landlord sustaining a financial loss in the operation of the building in which the residential premises are situate; and
- (c) such other matters as may be prescribed by the regulations.

(3) After hearing the application, the Rent Review Officer may,

- (a) approve the amount of the increase sought by the landlord if he is satisfied that increased operating costs and capital expenses justify the amount of the rent increase;
- (b) order that the landlord reduce the amount of the rent increase to such lesser amount as he may specify;
- (c) order the landlord to repay to the tenant within five clear days of the date of the order rent paid in excess of the amount which he has fixed in his order under clause b, and where the landlord fails to comply with the order the tenant shall be entitled to deduct the amount owing to him under the said order from the next month's rent;
- (d) order the tenant to pay to the landlord any amount of money owing to him by reason of the decision of the Rent Review Officer; or
- (e) order the landlord to reduce the amount of the rent payable from the day of the order to such lesser amount as he may specify,

Reasons
and shall give a copy of his order together with written reasons for his decision to all the parties who appeared on the hearing.

(4) On the request of any party to the proceedings, the Rent Review Officer shall file a copy of any order made by him under subsection 3 in the office of the Registrar of the Supreme Court under section 19 of *The Statutory Powers Procedure Act, 1971*, which applies thereto.

(5) Except as provided in subsection 4, *The Statutory Powers Procedure Act, 1971* does not apply to proceedings before the Rent Review Officer.

(6) A Rent Review Officer for the purposes of a hearing before him has the powers of a commission under Part II of *The Public Inquiries Act, 1971*, which Part applies to such hearing as if it were an inquiry under that Act.

8. Until such time as the Rent Review Officer renders his decision, a rent increase up to the limits imposed by subsections 1 and 2 of section 5 may be charged and collected by the landlord.

9. For the purposes of this Act, unless the Rent Review Officer otherwise determines, where a landlord discontinues a service, privilege, accommodation or thing and such discontinuance results in a reduction of the tenant's use and enjoyment of the residential premises, the value of such

discontinued service, privilege, accommodation or thing shall be deemed to be a rent increase.

10. No tenant shall,

Subletting
and
assignment

- (a) sublet the balance of his term under a tenancy agreement for a consideration that is greater than the rent that is lawfully charged by the landlord under this Act; or
- (b) charge any consideration for an assignment of his tenancy agreement.

11. In addition to his other jurisdiction under this Act, the Rent Review Officer may, upon the application of any landlord, tenant or sub-tenant of residential premises, hold a hearing and determine whether,

Additional
powers of
Rent Review
Officer

- (a) the discontinuance of a service, privilege, accommodation or thing by the landlord has resulted in a reduction in a tenant's use and enjoyment of residential premises and constitutes an increase in rent;
- (b) a sub-tenant under a tenancy agreement of residential premises has been charged a rental increase which is prohibited by section 10; or
- (c) this Act applies to particular residential premises,

and may order,

- (d) in the case mentioned in clause *a*, a reduction in the rent to be paid by the tenant;
- (e) in the case mentioned in clause *b*, that the increase be repaid to the sub-tenant by the tenant; or
- (f) in the case mentioned in clause *c*, that this Act does or does not apply to the residential premises.

12.—(1) A board to be known as the Residential Premises Rent Review Board is established composed of such number of members as the Lieutenant Governor in Council may appoint and of the total number of members appointed, at least one-half shall be persons representative of tenants.

Residential
Premises
Rent Review
Board
established

(2) One of the members shall be designated by the ~~Chairman~~ Lieutenant Governor in Council as chairman of the Board.

(3) Each member shall be reimbursed for his reasonable travelling or out-of-pocket expenses necessarily incurred by him in the discharge of his duties and, in addition, may be paid such remuneration for his services as the Lieutenant Governor in Council may determine.

Remunera-
tion

(4) Members of the Board shall hold office during pleasure.

Term of
office

(5) Two members of the Board, one of whom shall be representative of tenants constitute a quorum and are sufficient for the exercise of all the jurisdiction and powers of the Board and their decision on an application shall be the decision of the Board.

(6) The chairman shall from time to time assign the members of the Board to its various sittings and may change such assignments at any time.

Assignment
of members

(7) Subject to the provisions of *The Statutory Powers Procedure Act, 1971*, the Board may determine its own procedure for the conduct of hearings.

Procedure
1971, c. 47

Appeal to Board

13.—(1) A landlord or tenant who has appeared at a hearing held by a Rent Review Officer may appeal from the decision of the Rent Review Officer to the Board.

Notice of appeal

(2) An appeal to the Board shall be by notice in writing in the prescribed form filed with the Board not later than fifteen days of the date of the order of the Rent Review Officer and shall be given to any other party who was entitled to appear at the hearing not later than thirty days after the filing of the notice with the Board.

Where appeal to be heard

(3) Where an appeal is brought, the Board shall hear the appeal at a location situate within the region in which the proceedings were commenced.

Procedure and power of Board

(4) On an appeal, the Board shall proceed by way of a hearing *de novo* and after the hearing the Board may,

- (a) affirm the decision of the Rent Review Officer; or
- (b) make any other decision the Rent Review Officer is authorized to make under this Act, and for such purposes the Board may substitute its opinion for that of the Rent Review Officer.

Decision final

(5) The decision of the Board under subsection 4 is final and not subject to appeal.

Application of s. 7(4)

(6) Subsection 4 of section 7 applies *mutatis mutandis* to an order or decision of the Board made under subsection 4 of this section, and if the order or decision of the Board varies an order of the Rent Review Officer that has previously been filed under subsection 4 of section 7, the order previously filed as so varied may be enforced in the same manner as the original order.

Exclusions from Act

14.—(1) This Act does not apply to residential premises,

- (a) situate in a non-profit housing project, rents for which are subject to the approval of the Government of Ontario or of Canada, or situate in a non-profit co-operative housing project as defined in the *National Housing Act* (Canada).
- (b) situate in a hotel, motel or vacation home and rented for a seasonal or temporary period not exceeding four months;
- (c) situate in a building, no part of which was occupied as residential premises before the 1st day of January, 1976.

R.S.C. 1970, c. N-10

Application of Act

(2) This Act does not apply to tenancy agreements for residential premises in respect of which the Government of Ontario or an agency thereof is providing financial assistance for the benefit of the tenant occupying the premises by way of assistance in the payment of rent to the landlord under clause f of subsection 1 of section 2 of *The Housing Development Act*, but this Act does apply to the amount of rent which may be charged by the landlord for such residential premises.

R.S.O. 1970, c. 213

Regulations

15.—(1) The Lieutenant Governor in Council may make regulations,

- (a) prescribing the percentage amount in respect of rent increases for the purposes of subsection 2 of section 5;
- (b) prescribing forms and providing for their use;
- (c) prescribing matters in addition to those mentioned in subsection 2 of section 7 that shall be considered by the Rent Review Officer;

(d) prescribing the manner of making application to a Rent Review Officer or of appealing to the Board;

(e) respecting any matter necessary or advisable to carry out effectively the intent and purpose of this Act.

(2) No agreement between a landlord and a tenant under subsection 5 of section 4 shall have any effect unless the agreement is in the form prescribed in the regulations. Agreement to be in prescribed form

16.—(1) Any notice or application required or permitted Services of notices, etc. to be given under this Act,

(a) by a tenant to a landlord, is sufficiently given if delivered personally to the landlord or his agent or sent by ordinary mail addressed to the landlord at the address posted under section 104 of *The Landlord and Tenant Act*; or R.S.O. 1970, c. 236

(b) by a landlord to a tenant, is sufficiently given if delivered personally to the tenant, but, where the notice or application cannot be given by reason of the tenant's absence from his premises or by reason of his evading service, the notice or application may be given,

(i) by handing it to an apparently adult person on the tenant's premises,

(ii) by posting it up in a conspicuous place upon some part of the premises, or

(iii) by sending it by registered mail to the tenant at the address where he resides.

(2) Where an application is sent by mail, it shall be deemed Idem to have been received on the fifth day after the date of mailing.

17. Any person who knowingly contravenes section 4, Penalties subsection 1 or 2 of section 5, or section 10, is guilty of an offence and on summary conviction is liable to a fine not exceeding \$2,000.

18. The moneys required for the administration of this Moneys Act shall, until the 31st day of March, 1976, be paid out of the Consolidated Revenue Fund and thereafter out of the moneys appropriated therefor by the Legislature.

19.—(1) The Minister is responsible for the administration Administration of Act of this Act.

(2) Such officers, clerks and servants as the Minister considers necessary from time to time for the purposes of this Act may be appointed under *The Public Service Act*. Staff R.S.O. 1970, c. 386

(3) The Minister may engage persons to provide professional, Professional assistance technical or other assistance to Rent Review Officers, the Board, or persons appearing before a Rent Review Officer or the Board.

20. This Act, upon receiving Royal Assent, shall be deemed to have come into force on the 29th day of July, 1975, and is retroactive to the extent necessary to give full force and effect to its provisions on, from and after that date, and is repealed on the 1st day of August, 1977. Commencement and expiry

21. This Act may be cited as *The Residential Premises Rent Review Act, 1975 (2nd Session)*. Short title

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